



June 1, 2012

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Mr. Joe Hammerslough and
Mr. Mark Siepman
Lightning Logistics, LLC
6957 Speedway Blvd, Suite 101
Las Vegas, NV 89115

LETTER OF INTENT

Re: The Sale of all Assets owned by Lightning Logistics to Beltmann Group
Incorporated or Affiliated Company

Dear Mark and Joe:

This Letter of Intent is for the purpose of confirming the understanding reached between Lightning Logistics, LLC (LL), Mark Siepman, Joe Hammerslough, and Beltmann Group Incorporated (BGI) regarding the purchase of assets of Lightning Logistics. The following sets forth the terms and conditions upon which the sale of assets shall be made and defines the direction under which the parties will proceed.

As Agreed:

1. Closing Date. The transactions contemplated under this Letter of Intent shall close on or before June 30, 2012, with an effective date of June 30, 2012.
2. Agreement to Purchase Assets of Lightning Logistics. On the Closing Date, BGI will acquire the assets of LL which are presently owned by the company. At the closing LL shall assign all right, title, and interest in the assets to BGI.
3. Purchase Price for the Assets Owned by Lightning Logistics. The Purchase Price for the tractor, trailers, and other titled assets shall be Fair Market Value.

The Purchase Price for the "Lightning Logistics" name, carrier authority(ies), and customer lists will be \$20,000.00 (Twenty Thousand Dollars).

4. Contracts. BGI will accept assignment of contracts from LL only if such contracts are legally assignable and desired by BGI at its own discretion.
5. Employment Agreements. The parties have discussed the importance of retaining the key employees of LL after the closing date. Toward this end, BGI will structure acceptable employment agreements for Mark Siepman and Joe Hammerslough. These agreements will provide for a base salary of \$55,000 (Fifty Thousand Dollars) per

year with a yearly performance bonus available up to 40% (Forty Percent) of base salary primarily dependent upon the achievement of revenue and profit goals. Regular BGI employee benefits will be made available as part of the Employment Agreements pursuant to the rules of those benefit plans.

6. Earn Out. Mark Siepman and Joe Hammerslough will have the right to receive 25% total i.e. 12.5% each in the after-tax earnings of the LL business unit for the first five years after the closing date. This Earn-Out will be paid as additional salary with normal legal withholding rules applied.

The accounting method to determine the after tax earnings shall be Generally Accepted Accounting Procedures as modified by mutual agreement and incorporated into our Asset Purchase Agreement.

7. Conditions to Closing. Any obligations to consummate the transaction contemplated under the terms of this Letter of Intent are conditioned upon the satisfaction of the following:

- a. Executing an Asset Purchase Agreement to purchase all of the Assets of Lightning Logistics;
- b. BGI receiving the written approval of its bank to consummate the purchase of Lightning Logistics' Assets;
- c. Executing the employment agreements for those employees listed in Paragraph 5.

8. Timing of Documents. Formal documentation will be prepared by BGI in accordance with the terms and conditions of this Letter of Intent. The parties shall cooperate in the timely review and execution of same. The Asset Purchase Agreement will incorporate the relevant sections of this Letter of Intent and contain such other representations, warranties, agreements, covenants, conditions, and provisions as are customarily contained in agreements relating to transactions of this nature or that are otherwise reasonable under the circumstances.

9. Non-Binding Agreement. Nothing contained in this Letter of Intent shall constitute an offer capable of acceptance, an acceptance of an offer, or an agreement between the parties with respect to the transactions contemplated by this Letter of Intent until such time as parties may agree upon the terms of all of the documentation contemplated by this Letter of Intent and such documentation has been executed and delivered.

If the terms of this Letter of Intent are acceptable to you, please so indicate by signing the enclosed acknowledgement copy of this Letter of Intent on behalf of Lightning Logistics and return it to my attention. I will then secure the signature of Beltmann Group Incorporated.


Once I have secured the signature, I will forward a fully executed copy of this Letter of Intent to you. Thank you.

Very truly yours,

Paul A. Zagaria
Executive Vice President

ACCEPTED AND AGREED:

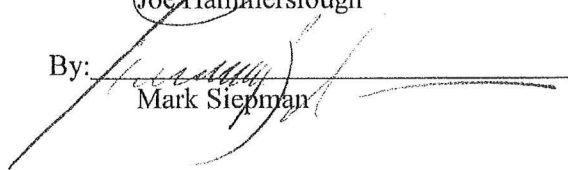
Lightning Logistics, LLC

By:  _____

Title: PATRICK _____

By:  _____

Joe Hammerslough

By:  _____

Mark Siepmann

Beltmann Group Incorporated

By:  _____

Title: Sec - 1 _____